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A G R E E M E N T

Between

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

and the

LABORERS' INTERNATIONAL UNION OF NORTH

AMERICA - AFL-CIO

LOCAL NO. 1412

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*Crossing Guards*

MARCH 17, 1980

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JUNE 30, 1981

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PREAMBLE

AGREEMENT entered into this       day of       ,  
1980 between LOCAL UNION NO. 1412 affiliated with the  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO,  
hereinafter referred to as the "Union" and the HUDSON  
COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter referred to  
as the "County".

The effective date of this Agreement is:

MARCH 17, 1980

The County and the Union agree as follows:

ARTICLE I  
RECOGNITION

A. The County recognizes Local Union No. 1412, Laborers' International Union of North America, AFL-CIO, as the sole and exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

B. The provisions of this Agreement shall apply to: all ~~crossing guards~~ employed by the County of Hudson, but excluding all other employees of the County of Hudson, confidential employees, managerial executives, police, craft employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE 1A  
WORKING CONDITIONS

A. The representatives of the County and of the Union shall, by mutual consent, adopt written memorandums covering in more specific terms, the interpretations and/or the application of working conditions, the reasonable rules and/or regulations of employment and the method of making any work force changes so as to provide the maximum job security for all permanent employees, in order to make it better suited to a specific bargaining unit or for any special circumstances within the certification of employee representation by Laborers' International Union of North America, AFL-CIO, Local No. 1412.

• ARTICLE II  
OUT OF TITLE WORK

A. The County and the Union agree that employees should be assigned work appropriate to and within their job classifications according to Civil Service Laws and Regulations.

B. Except in cases of emergency, employees regularly assigned to out of title work shall be paid the rate of the title they are working in if that rate is higher than their regular title rate. Instances of out of title work identified by the Union and formally brought to the attention of the County shall be corrected immediately.

C. Any dispute as to whether the work is within the job classification of the employee/s involved may be resolved through the grievance procedure.

ARTICLE III

UNION SECURITY

A. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

C. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

D. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union



fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

G. The provisions of this Article shall be effective July, 1980.

ARTICLE IV  
AID TO OTHER UNIONS

A. The County will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE V

SICK LEAVE

A. Any employee covered by this Agreement, contracting or incurring any non-service sickness or disability, which renders such employee unable to perform the duties assigned by the County shall receive sick leave with pay as follows:

1. An employee shall be afforded sick leave on the basis of one (1) working day for every three (3) months of service up to the end of the first year, and five (5) working days for each calendar year thereafter. Sick leave shall be earned by an employee for any month in which he/she is compensated for any part of any day, whether or not the employee actually worked in said month.

2. An employee commences earning sick leave from the day of hiring and as long as he/she is actively working or being compensated for vacation, personal leave or sick time.

3. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

ARTICLE VI  
MANAGEMENT RIGHTS

A. The Union recognizes that the County may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

B. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

1. to direct employees of the County;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work, or other legitimate reasons;
5. to maintain the efficiency of the County operations entrusted to them;
6. to determine the methods, means and personnel by which such operations are to be conducted;

7. to make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall in any way be subject to the grievance procedure herein set forth.

ARTICLE VII

DISCIPLINE AND DISCHARGE

A. Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance, through regular grievance procedures as established in this Agreement.

B. If the County has just cause and reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. DISCHARGE: The County shall not discharge any employee without just cause. If, any employee feels there is a violation against his/her rights concerning the discharge or suspension, the Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, going into arbitration if necessary.

D. If, in any case the County feels there is just cause for suspension and/or discharge, the County must notify the employee involved, in writing, that he/she has been suspended and is subject to discharge.

ARTICLE VIII

OVERTIME

A. The County agrees to issue payment for overtime on a monthly basis for the preceding overtime reporting period.

B. The County agrees to continue its regular schedule of salary payment.

C. The County agrees to pay overtime pay at the rate of time and one-half the prevailing per diem rate for special parade work mandated by the County on holidays and Sundays. This provision shall be effective July 1, 1980.

• ARTICLE IX  
BREAKS IN CONTINUOUS SERVICE

A. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated, to work in any capacity within one (1) year thereafter, there shall be no break in continuous service.



ARTICLE X

UNIFORMS

The County agrees to supply appropriate uniforms to the employees covered by this bargaining unit. Furthermore, if in the judgment of the Director of Public Safety a new uniform is required for an employee, the County shall provide such uniform. The Director's determination shall be final.

ARTICLE XI

TRANSFERS

A. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

ARTICLE XII

UNION BULLETIN BOARDS

A. The County will provide space on centrally located bulletin boards which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size or the equivalent.

B. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal.

C. Materials to be posted will consist of the following:

1. Notices of Union meetings;
2. Notices concerning official Union business;

and

3. Notices covering social and recreational events.

D. No materials will be posted which contain profane or obscene language or which is defamatory of the County or its representatives and employees or which is critical of or condemns the methods, policies or practices of the County or which constitutes election campaign material.

ARTICLE XIII  
PLEDGE AGAINST DISCRIMINATION  
AND COERCION

A. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

C. The County agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or by the County representative against any employee because of Union membership.

ARTICLE XIV

RULE AGAINST SUPERVISORS WORKING

A. The County agrees with the Union that Supervisors shall not perform work for the purpose of displacing a regular unit employee except in cases of extreme emergency or within training.

ARTICLE XV

LAY-OFF AND RECALL

A. When it is necessary to lay off employees the Union shall be notified at once and the conditions outlined below shall be observed:

1. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classifications affected. These non-permanent employees will be given maximum notice of any reduction in force.

2. The County shall provide a minimum of forty-five (45) calendar days' notice of lay off to any permanent employee to be affected in accordance with Civil Service rules and regulations.

3. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off according to Civil Service rules and regulations.

B. Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications

as provided according to Civil Service rules and regulations.

C. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the County with any address change while waiting for recall. This preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

D. Permanent employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing by certified mail to the employee's home address of record.

E. 1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

2. An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

3. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.

F. An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.



ARTICLE XVI

SUBCONTRACTING OF WORK

A. If, during the term of this Agreement, the County contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

ARTICLE XVII  
MEMBERSHIP PACKETS

A. The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new employees during the initial phase of employment.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee

involved and the Union representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Union.

**STEP TWO:**

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

**STEP THREE:**

If the grievance is not settled at Step Two then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Executive. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

**STEP FOUR:**

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush of Pompton Lakes, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as observer at any hearing on the individual's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other

similar action which would involve work stoppages that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation in processing grievances by officially designated union stewards which would have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The accredited union Shop Steward shall provide reasonable notification to a supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

ARTICLE XIX

SENIORITY

A. Consistent with applicable Civil Service laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. voluntary resignation;
2. discharge for just cause; and
3. failure to return to work within ten (10)

working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The County may require substantiating proof of illness or accident);

4. continuous lay off beyond recall period for reemployment outlined in this Agreement.

•     ARTICLE XX  
HEALTH BENEFITS AND INSURANCE

A. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1981 and thereafter unless the County and the Union mutually agree to any change.

B. The Employees covered by this Agreement shall be covered by the \$1.00 co-pay prescription drug program in existence for other County employees on the effective date of this Agreement.

C. The Employees covered by this Agreement shall be covered by the County basic dental program in existence for other County employees on the effective date of this Agreement. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program. If during the effective period of this Agreement the dental program for other County employees is improved in any way, this clause and the dental benefits provided hereunder may be subject to renegotiation.

D. The Employees covered by this Agreement shall be covered by the \$5,000.00 County life insurance program in existence for other County employees on the effective date of this Agreement.



E. The Employees covered by this Agreement shall be covered by the hospitalization program in existence for other County employees on the effective date of this Agreement.

F. The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

ARTICLE XXI  
SEPARATION OF EMPLOYMENT

A. Consistent with the applicable Civil Service rules and regulations, upon discharge the County shall pay all money due to the employee.

B. Upon quitting, the County shall pay all money due to the employee in the next pay period following such quitting.

ARTICLE XXII

FUNERAL LEAVE

A. An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

C. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time with or without pay shall be at the sole discretion of the County.

ARTICLE XXIII

PROBATIONARY EMPLOYEES

A. New permanent employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence.

B. Where a new employee being trained for a job spends less than twenty-five per cent (25%) of his time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

C. During or at the end of the probationary period, the County may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXIV

SALARIES

A. Effective on the signing of this Agreement, each employee shall receive a bonus check in the amount of \$135.00. This shall not be included and/or added to an employee's annual salary. This payment shall be on a one-time basis only.

B. Effective March 17, 1980, the wage rate for employees in the bargaining unit covered by this Agreement shall be \$16.00 per diem.

ARTICLE XXV

SEVERABILITY IN SAVINGS

A. Should any part of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

B. This Agreement contains the entire understanding of the parties and should not be modified for the duration of this Agreement unless by mutual consent of the County and the Union.

C. Employees who are designated as relief runners and who are required by the County to use their personal cars in their required work shall be compensated at the County existing mileage rate.